



APPENDIX

Form S. P. O. No. 7 provides as follows:

STANDARD CONDITIONS OF EQUIPMENT RENTAL

Each bidder, by submitting a bid for the rental of equipment, agrees to the following terms and conditions:

1. Without additional cost to the Government, to furnish transportation of all equipment to and from the point of operation, and to furnish fuel, grease, oil and operator or operators therefor, except as otherwise specified in the invitation for bids.

2. That, by the submission of his bid, the bidder has guaranteed and does guarantee that all equipment furnished is in first-class condition and will pass the inspection of, and meet the requirements of, the State Industrial Commission or other State or municipal body or bodies (if any) constituted for the purpose of inspecting the type or types of equipment offered for rental in the State or municipal sub-division in which the work is to be conducted.

3. No bid will be considered which is not accompanied by evidence, satisfactory to the State Procurement Officer, that the bidder is the legal or beneficial owner of the equipment offered for rental. Rented equipment, or equipment held or controlled by the bidder under any agreement or understanding analogous to an agreement of rental, will not comply with this requirement.

4. The State Procurement Officer reserves the right to reject any or all bids, to waive

any informality in bids, and, unless otherwise specified by the bidder, to accept any item in the bid.

5. All bidders must agree to the rental period specified in the invitation for bids, but the rate agreed upon shall apply to actual operating time only. Payment will be made only for such actual operating time, as determined by the proper administrative officer.

6. If the work in connection with which the equipment is to be used is not completed at the expiration of the rental period, the Government shall have the option to extend such period for thirty (30) days, or any part thereof, at the rental rate agreed upon.

7. The bidder shall bear all expenses incident to the maintenance and repair of all equipment rented, and for depreciation or wear and tear resulting from the operation thereof.

8. When first ordered by the supervisor on the job, any item or items of equipment shall be delivered to the location designated in such order within three (3) days from the date thereof. All equipment shall thereafter remain available for use on the job for the full rental period, except as otherwise specified herein or in the invitation for bids.

9. The supervisor on the job shall inspect all equipment when delivered. If any item of equipment so delivered does not comply with the requirements of the invitation for bids, or is unsafe or in unsatisfactory mechanical condition, it may be rejected by the supervisor on the job, and it shall be the duty of the bidder to furnish a satisfactory substitute therefor.

10. In case of default of the contractor, the Government may procure any or all items of equipment called for by the contract from other sources, and the contractor shall be responsible for any excess cost occasioned thereby.

11. In the case of bidders on the register of the United States Employment Service, the provisions of paragraphs 9 and 10 shall not apply except that unsafe equipment, or equipment not complying with requirements or in unsatisfactory mechanical condition may be rejected. Such bidders will be paid at the rental rate for actual operation of any item or items not rejected. The Government may at any time, upon three (3) days written notice, terminate the further rental of any or all equipment from any such bidder.

12. This agreement shall be attached to U. S. Standard Form 33 (Revised), and the terms and conditions agreed upon shall be in addition to the conditions therein provided, which shall likewise apply so far as applicable.